Uncle Charlie's Sausage Company of Illinois, Inc. *and* Teamsters Local Union No. 50, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. Case 14-CA-13856

June 10, 1981

DECISION AND ORDER

On January 28, 1981, Administrative Law Judge Robert A. Giannasi issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief.

The Board has considered the record and the attached Decision in light of the exceptions and brief and has decided to affirm the rulings, findings,[1] and conclusions of the Administrative Law Judge and to adopt his recommended Order.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, Uncle Charlie's Sausage Company of Illinois, Inc., Mt. Vernon, Illinois, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

[1] Respondent has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an administrative law judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing his findings.

In the absence of exceptions thereto, we adopt the Administrative Law Judge's dismissal of the 8(a)(1) allegations as to Respondent's having directed employees to refuse to participate in union activities and having told them that such activities would lead to violence. With respect to the Administrative Law Judge's finding that Carl Moyer is a supervisor but that Respondent should not be held responsible under Sec. 8(a)(1) for his having told employee Adcock that Respondent would shut down if the Union won, we note that the Administrative Law Judge, at the hearing, granted Respondent's motion to dismiss this allegation. The General Counsel agreed and counsel for the Charging Party did not object. Since, additionally, there was no exception filed to the dismissal of the allegation by the Administrative Law Judge in his Decision, we shall adopt the 8(a)(1) dismissal as to Moyer, thereby finding it unnecessary to rule on his supervisory status.

We also herein correct an inadvertent error by the Administrative Law Judge. Contrary to the summary in par. 4, sec. III, B, of his Decision, the Administrative Law Judge did *not* find in sec. III, A, that Shop Foreman Jerry Catton told an employee that Respondent would close the plant if the Union won. The record does not reveal that Catton made such a threat.

DECISION

STATEMENT OF THE CASE

ROBERT A. GIANNASI, Administrative Law Judge: This case was heard in St. Louis, Missouri, on September 11, 1980. The complaint alleges that Respondent violated Section 8(a)(1) of the Act because of threats, interrogations, and other statements made by its officials to employees in the course of an election campaign. Respondent denies the substantive allegations of the complaint. The parties filed briefs.[1]

Based upon the record in this case, including the testimony of the witnesses and my observation of their demeanor, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF RESPONDENT

Respondent, an Illinois corporation engaged in the nonretail packing and sale of meat and related products, maintains its principal office and place of business at 1040 Airport Road in Mt. Vernon, Illinois. During a representative 1-year period, Respondent, in the course and conduct of its business, sold and distributed, at its Mt. Vernon place of business, products valued in excess of $50,000, of which over $50,000 were shipped from said place of business directly to points outside of Illinois. Accordingly, I find, as Respondent admits, that it is an employer within the meaning of Section 2(2), (6), and (7) of the Act.[2]

II. THE LABOR ORGANIZATION

The Charging Party (herein referred the Union) is a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

A. *The Evidence*

The Union began an organizing campaign among Respondent's employees in early 1980. On March 31, the Union mailed literature to the homes of employees stating that the Union was seeking to represent them. The Union made other mailings to employees in April and had a meeting with employees on May 23, 1980.

On the morning of April 3, 1980, Respondent's head operating officer and secretary-treasurer, Rollin Zengler, assembled employees and spoke to them about the union campaign.

Employees Ruby Hildreth and Jane Van Avery testified that Zengler initiated the meeting by stating that he had heard about the Union's organizing campaign. Zengler stated that he understood that "a few employees had gotten cards and letters from the Union but that doesn't mean if you get a union you're going to get any more money. I'm an old man, I'm ready to retire, and if the Union comes in I will close the place. The meat busi-

[1] This case was originally consolidated with a related representation case, Case 14-RC-9187, arising out of objections and challenges filed to an election among Respondent's employees held on July 31, 1980, which the Charging Party lost. Upon motion filed at the hearing, the representation case was severed and remanded to the Regional Director for disposition.

[2] The amended complaint alleges that Respondent is a "labor organization," an inadvertent error since it also refers to statutory provisions covering employers in interstate commerce. The original complaint referred to Respondent as an "employer." Respondent's answer simply admitted the allegation.

ness is shaky. Right now you never know how to go one way or the other. Please consider not signing those Union letters." Hildreth testified that Zengler said that, in a previous union organizing campaign, "the company and the main union organizer got into it and they tried to run over the man in a car." Employee Van Avery testified as follows:

> He said that he had received a letter from the Teamsters that somebody in the plant wanted to get a union going and this person or persons could come to his office and he could talk to them about it and that a union had tried to come in before but there was a lot of brick throwing and a man almost got run over and there was really nothing but a big hassle and that if we got letters from the union to disregard them. If we got phone calls from the union to hang up on them and that he was going to get a couple of diesels to go out of town to try to get more business but he wasn't going to because of this union business going on right now. He said, "I am an old man, I have enough money. I will just close the doors."

Zengler concluded the meeting by asking the employees not to sign union cards.

Zengler did not significantly controvert the testimony of the employee witnesses. According to Zengler, he stated that he had heard about the Union's organizing activity and commented on the timing of the activity. Zengler questioned whether he could survive the "long, hot summer" and he discussed some of Respondent's recent financial problems. According to Zengler, he then stated that "this means we may have some short hours and the possibility of layoffs. Traditionally, we've never had layoffs. Somehow or other we've always managed to increase our business. But now I'm talking to Ray Hannebique [sales manager] about what we can do. This summer's going to be tough and this is why I think it's a bad time for us to get involved with any organizational attempts from any union." Zengler then told employees about another union organizing campaign at Respondent's Marion, Illinois, plant in approximately 1962. Zengler spoke specifically of a strike at that plant where managers and supervisors had to operate the trucks to deliver perishable products. Zengler stated that he told employees:

> This led to violence. Subsequently at the hands of the Teamsters, we were subject to rock throwing, brick throwing, people climbing on top of the plant, sabotaging the refrigeration. On one particular night, when the brick throwing came at its peak, one of our men who was backing out with his car, was surrounded by a group of people, about 9 o'clock at night, trying to elude them, one Dale Mandrell fell down and was alleged to be hurt. This wasn't true. After five weeks, a hearing was held by the NLRB, an election was set up, the election was held, we went back to work, the election was held, the company won. As part of the results of the NLRB hearing, we fired four men for violence. This was upheld by the NLRB. I tell you this as a matter of record, as a matter of fact. This is what I had from the Teamsters in those days, and I thought it was a very shameful performance.

Zengler testified that after describing the prior campaign, he discussed the authorization cards being distributed by the Union, stating "that they [the cards] were for the purpose of an election to be conducted by the National Labor Relations Board and, in view of the upcoming tough summer and the timing, I ask you naturally as an Employer, please don't sign the cards." Zengler admitted telling employees they would very likely be told that the union cards were kept secret and stated once again, "I'd appreciate it if you think very hard before signing these cards." Zengler told employees that Respondent needed to replace machinery and to purchase new and larger trucks. But, he continued, "if I am faced with a hassle of this type for several months, I must, in good conscience, think twice about letting any orders." According to Zengler, he concluded the meeting by saying:

> I'm coming up on my 65th birthday. That doesn't mean I'm going to retire. I have an enormous amount of money invested in this business. I'm still heavily in debt. I'll still be around. However, I'm looking more and more to certain people to carry the load. And, I don't want to start any rumors that I'm leaving or anything like that, but I do want to get the business in good shape and get some new equipment and get some new trucks. Now, about the pay situation. Inflation is with us, everybody needs a raise. God knows, we're not the high dollar in Mt. Vernon. Before I made this talk, I talked with my attorneys over in Edwardsville, discussed a few of these matters and it is my understanding that when I know there is an attempt being made, any sort of even token raise other than established pattern, can be construed as me packing votes. Therefore, until we get this matter concluded, I must forebear on raises, at least until I get advice from some sort of counsel.

I found Van Avery and Hildreth candid and credible witnesses. Their accounts were mutually corroborative, and, since they were still employed at the time of the hearing, their testimony against their employer carries great weight. Zengler's testimony, while rambling and self-serving, confirmed to a great extent that of the employees. However, his testimony ameliorated those parts of the speech dealing with the economic consequences of the union campaign in such a way as to diminish the likelihood that his testimony was a candid or totally accurate reflection of the speech. Moreover, Zengler may have confused what he said in his April 3 remarks—which he conceded were "pretty much off the cuff"—with a prepared speech which he read to employees later in the campaign. Therefore I credit Hildreth and Van Avery concerning Zengler's remarks about closing the plant and not expanding the business, to the extent that it conflicts with Zengler's. I credit Zengler's more detailed testimony, however, concerning his statements about vio-

lence in a prior union campaign. This testimony was not controverted by the employee witnesses.

On June 4, 1980, the Union filed a petition for an election among Respondent's employees with the Regional Director for Region 14. The election was set for July 31, 1980. On June 25, 1980, the original complaint in this case issued, upon a charge filed on May 27, 1980.

In early June 1980, Zengler called employees into his office to discuss changes in Respondent's profit-sharing plan. He told employee Jane Van Avery that he would have given the employees a 5-cent raise except for "this business" and his involvement in a Board proceeding. He also asked her if the "Labor Board or the Union" had come to her house or called her about the union campaign. She said nobody had done so. He told her that they had no business doing that. This was the first time in 2 years of employment that Van Avery had been summoned to Zengler's office. The conversation lasted 20 minutes, 10 minutes of which was devoted to the profit-sharing matter.

On June 19, 1980, employee Verla Adcock was summoned to Zengler's office. Zengler explained the profit-sharing plan for about 10 minutes and then discussed the Union's organizing campaign. He said that "the company was in the red" and that it was a bad time for the Union to be trying to organize the plant. He asked her if any "federal government men" had come to her house or called her. She said they had not.

Zengler testified that he could not recall speaking to Van Avery about people coming to her house investigating unfair labor practices. He conceded that he did talk about raises but gave no further details. Zengler testified that he did not recall any testimony about the Union but said that she "would have had to initiated [sic] it." He did not recall any conversation about any unfair labor practice investigation. He made conclusory denials that he interrogated anyone about their participation in an unfair labor practice investigation or union activities or that he informed them that Union and Board agents had no right to talk with them. In the latter situation, he admitted he made the statement to several employees to get the identification of the person "you are dealing with."

I found the testimony of Van Avery and Adcock about their individual meetings with Zengler more precise, candid, and reliable than that of Zengler, who was more interested in putting a gloss on those conversations to the extent he could recall them at all. Zengler's testimony that the employees "initiated" conversations about unfair labor practice investigations is implausible and unlikely based on my assessment of the demeanor of the three witnesses. I therefore credit the testimony of Van Avery and Adcock in this respect.

The day before the election, Plant Foreman Carl Moyer and Vera Adcock talked about the Union at her work station. She asked him how he felt the election would turn out and why. He responded and then asked how she felt. She said she felt there was a good chance the Union would win. Moyer responded that if the Union won, "Unc," as Zengler was known, "would shut the place down." He said that if that happened he would be "on the unemployment line" and would have to sell his house and trailer.

Moyer made a conclusory denial that he told Adcock that Zengler would close the plant "because the employees were involved in union activities." He does not remember a conversation with Adcock at her machine in late July concerning the Union. I credit Adcock's testimony as more reliable than that of Moyer.

Plant Foreman Carl Moyer is paid $5.96 per hour, much more than most rank-and-file employees. His hours vary but he works generally from 4 a.m. to about 2:30 or 3 p.m. He works under the supervision of Ken Leslie, the plant superintendent. There are about 18 production employees under Leslie. There is no other supervisor between Leslie and the employees except for Moyer. Moyer replaces Leslie when the latter leaves the plant at or about noon. From the time Leslie leaves work at noon until 3 p.m., Moyer is the only supervisor although sometimes Leslie returns to the plant during the afternoon hours. Some of the employees leave at 1:30 p.m., others at 2 p.m.

Moyer fired two employees in the spring of 1980, one without prior consultation with Leslie. In July 1980, he recommended to Zengler that an employee be given a raise. Zengler denied the raise. Moyer testified Zengler said, "[w]e had to wait until the union was settled," but could not remember exactly what was said by Zengler. He had not previously checked with Leslie before talking to Zengler. Employees come to Moyer requesting time off. Most of the time, he talks to Leslie before granting time off. He gives employees instructions as to particular jobs to be performed, although he testified that "everybody knows what they are supposed to do when they come in that morning." When Leslie is at the plant, he "pretty much" lays out the work to be done by the employees. Moyer works with the other employees some 6 hours per day filling in for people who are absent or on breaks.

On the day of the election, employee Jim Hildreth had two conversations about the Union with Shop Foreman Jerry Catton. The second conversation took place at or about 11:30, just before noon, in an office used by Catton. Catton asked whether the plant "will go union or not." Hildreth said he did not know. Catton replied, "I can tell you one thing. If it does go union when your wife gets off early you won't be going home right when she does and leaving me with all this work to do." Hildreth said he never had left leaving him "a lot of work to do" and Catton replied, "Well, I know but I'm just telling you." Hildreth's wife works at the plant and when they were hired they had an agreement with Catton and Allen Dean, the office manager, that if she got off early Hildreth could leave early as well. They drive to and from work together and they travel 44 miles per day. Catton has substantially adhered to this agreement.

Catton denied having conversations with Hildreth about the Union on the day of the election. But he did later admit that he had an argument the day of the election or the day before. After testifying first that he could not recall what the argument was about, he later said it was about the Union. He testified about only one conversation. I viewed Catton as unreliable and even evasive in

his testimony. I found Hildreth the more reliable witness. He was candid and straightforward.

Catton, the shop foreman, has worked for Respondent for 14 years. He is paid $6.16 per hour, more than most rank-and-file employees. He works in the maintenance department from 8 a.m. to 7 p.m. He has five employees under him. Two work the same hours he does. He is responsible for the maintenance and repair of trucks, cars, and machinery. He testified that "everybody knows what to do," but he does instruct employees. For example, he leaves written instructions to employees who come to work before he does. He participates in interviews of prospective employees with the office manager. He has recommended that people be hired, and, four or five times, his recommendations were followed. He has fired two employees. He grants time off to employees who request it. He does not have to check with any superiors before granting time off. Catton testified that, generally, Plant Superintendent Leslie, whom he sees daily, tells him what he wants done and I see that it goes [gets] done."

Both Catton and Moyer where included in the unit in the representation case, which provided for a "Stipulation for Certification upon Consent Election" approved by the Regional Director. They voted in the election of July 31, 1980, without challenge. The General Counsel argues that they were nevertheless supervisors within the meaning of the Act and that their remarks to employees were thus violative of the Act.

B. *Discussion and Analysis*

Based on the credited testimony, I find that Respondent violated Section 8(a)(1) of the Act when Zengler interrogated employees Van Avery and Adcock concerning their cooperation with the Board and union agents in connection with the investigation of an unfair labor practice charge and when he advised them not to cooperate with such agents.[3]

The credited testimony also shows that, in his April 3, 1980, speech to employees, Zengler threatened to close the plant if the Union won representational rights and to refrain from expanding his business as originally contemplated if the Union won representational rights. To some extent Zengler's own testimony supports this finding. Zengler's statements thus violated Section 8(a)(1) of the Act.[4]

Respondent's argument that Zengler's statements about plant closings were mere predictions is specious. He attributed the closings to the presence of the Union and his age and wealth, not any economic circumstances outside of his control. Indeed, in a later speech, he rejected the idea that he was going to close the plant, an idea which he himself had planted in the minds of employees. The same applies to Zengler's statement that he would not order new equipment. Zengler made it clear both to employees and at the hearing that he was the "boss" and his statements were not simply predictions, but threats which he was fully capable of carrying out and which were made in order to discourage union activities. Zengler's remarks were thus the types of conscious overstatements which intimidate employees and which were found unlawful in *N.L.R.B.* v. *Gissel Packing Co.*, 395 U.S. 575, 618 (1969).[5]

As I have indicated in part A, *supra*, the credited testimony shows that Moyer and Catton made statements to employees which could be considered threats that Respondent would close the plant and that Catton would penalize an employee if the Union won the election. I find that Moyer and Catton were supervisors within the meaning of Section 2(11) of the Act. Catton, the head of the maintenance department, had the authority to grant time off without consulting superiors, fired employees, and effectively recommended the hire of employees. He utilized independent judgment in exercising this authority in the name of management. Moyer, the plant foreman, fired an employee on one occasion without consulting his superiors. This suggests the authority to fire utilizing independent judgment. He grants time off and generally helps Plant Superintendent Leslie supervise the production employees. He runs the plant as the only supervisor of the 18 production employees when Plant Superintendent Leslie leaves work every day at noon. From until about 2 p.m., he exercises Leslie's authority and he undoubtedly exercises such authority using independent judgment in the name of management.

Even though both Catton and Moyer are supervisors within the meaning of the Act, Respondent may not be liable for the alleged threatening statements they made to employees because they voted in the election without challenge, and may have been viewed by employees as not speaking on behalf of management. Their remarks might therefore not have had the coercive impact that they otherwise would.

The Board has held that where supervisors are included in a bargaining unit by stipulation of the parties and vote in an election without challenge, an employer is not responsible for their antiunion conduct in the absence of evidence that the employer "encouraged, authorized, or ratified the supervisor's activities or acted in such a

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[3] The General Counsel did not allege that Zengler's comments about the denial of raises was violative of the Act.

[4] The complaint also alleges that Respondent violated the Act by the following conduct:

> C. On or about April 3, 1980, Respondent, acting through Secretary-Treasurer Rollin W. Zengler, interfered with employees'exercise of Section 7 rights by directing employees to refuse to participate in union organizational attempts.
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> * * * * *
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> E. On or about April 3, 1980, Respondent, acting through Secretary-Treasurer Rollin W. Zengler told employees that union organizational activity would lead to violence. The evidence does not support these allegations. Zengler's statements concerning violence in another union campaign and his requests that employees not support the Union were not violative of the Act. The General Counsel has not submitted any evidence to show that Zengler's statements about union violence in a prior campaign were not factually based or otherwise inaccurate. And a simple statement requesting employees not to support a union is not a separate violation of law.

[5] I also reject Respondent's argument that its violations were cured when Zengler made a second speech stating that he had no intention of closing the plant. Zengler did not disavow or even refer to his earlier remarks. He simply stated that he was responding to rumors, thus failing even to acknowledge that he had earlier said anything to employees concerning plant closure.

manner as to lead employees reasonably to believe that the supervisor was acting for and on behalf of management." *Hy Plains Dressed Beef, Inc.*, 146 NLRB 1253, 1254 (1964). See also *Montgomery Ward & Co.*, 115 NLRB 645, 646-648 (1956), enfd. 242 F.2d 497 (2d Cir. 1957), cert. denied 355 U.S. 829; *Nazareth Regional High School* v. *N.L.R.B.*, 549 F.2d 873, 883 (2d Cir. 1977).

Applying this principle to the instant case, I find that the General Counsel has not shown that Respondent should be held accountable for Moyer's remark, but has shown that Respondent should be held accountable for Catton's remark.

Moyer's remark was made in an exchange with Adcock, initiated by her, concerning the outcome of the election. There is no evidence that any other management official encouraged, authorized, or ratified the remark or placed Moyer in a position where Adcock would believe he was acting for management when he made the remark. He was giving his opinion, as a person who was permitted to vote in the election and in response to questions from Adcock, about what Zengler might do in the event of a union victory. There was no reason for Adcock to believe, based on this record, that Moyer had any particular insight into Zengler's thought processes which was different than that of employees generally. Zengler had already spoken to employees about the possibility of the plant closing. Moyer was not speaking to Adcock in his capacity as a representative of management—indeed she initiated the conversation about the Union's prospects—and he voted in the election without challenge. The impact on Adcock was thus noncoercive and there was no independent violation in the expression of Moyer's opinion in the circumstances of this case.

Catton's remark to Hildreth is different. Catton also voted in the election without challenge even though he was a supervisor. And his remark was not encouraged, authorized, or ratified by other management officials. However, as the supervisor of the maintenance employees, of whom Hildreth was one, as a person who was placed in a position where he actually granted maintenance employees permission for time off, as one of two management officials who agreed to let Hildreth off work early and as a person who actually lived up to the agreement in the past as Hildreth's supervisor, his threat to discontinue this arrangement was very real. Catton had the authority to carry out his threat, and Respondent, by giving him that authority as a supervisor and placing him in a position to create the impression that he had such authority, is responsible for his threat. Accordingly, I find Catton's remarks to Hildreth were violative of Section 8(a)(1) of the Act.

CONCLUSIONS OF LAW

1. By threatening that it would close its plant and fail to expand its operations as previously contemplated if the Union won representation rights, Respondent violated Section 8(a)(1) of the Act.

2. By interrogating employees concerning their union and protected activities and by advising employees not to cooperate with Board and union agents in the investigation of unfair labor practices, Respondent violated Section 8(a)(1) of the Act.

3. By threatening that, if the Union won representation rights, an employee would lose employment benefits he previously enjoyed, Respondent violated Section 8(a)(1) of the Act.

4. The above violations are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

5. Respondent has not otherwise violated the Act.

THE REMEDY

I shall recommend that Respondent cease and desist from the unfair labor practices found in this case and take certain affirmative action which is necessary to effectuate the purposes of the Act.

Upon the foregoing findings of fact and conclusions of law, I hereby issue the following recommended:

ORDER[6]

The Respondent, Uncle Charlie's Sausage Company of Illinois, Inc., Mt. Vernon, Illinois, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Threatening employees that it will close its plant or curtail its operations if they choose the Union to represent them.

(b) Threatening employees with loss of benefits if they choose the Union to represent them.

(c) Interrogating employees about their union or protected activities or about their participation in a Board investigation of unfair labor practice charges.

(d) Telling employees that they need not cooperate with the Union or Board agent in connection with an unfair labor practice investigation.

(e) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed them in Section 7 of the Act.

2. Take the following affirmative action designed to effectuate the policies of the Act:

(a) Post at its facility in Mt. Vernon, Illinois, copies of the attaced notice marked "Appendix."[7] Copies of said notice, on forms provided by the Regional Director for Region 14, after being duly signed by its representatives, shall be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by it to insure that said notices are not altered, defaced, or covered by any other material.

[6] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

[7] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

(b) Notify the Regional Director for Region 14, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

IT IS FURTHER ORDERED that the complaint be dismissed insofar as it alleges violations not found herein.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

After a hearing at which all sides had an opportunity to present evidence and state their positions, the National Labor Relations Board found that we have violated the National Labor Relations Act, as amended, and has ordered us to post this notice.

WE WILL NOT threaten employees that we will close our plant or curtail its operations if they choose a union to represent them.

WE WILL NOT threaten employees with loss of benefits if they choose a union to represent them.

WE WILL NOT interrogate employees about their union or protected activities or about their participation in a Labor Board investigation of unfair labor practice charges.

WE WILL NOT tell employees that they need not cooperate with a union or Labor Board agent in connection with an unfair labor practice investigation.

WE WILL NOT in any like or related manner interefere with, restrain or coerce our employees in the exercise of the rights guaranteed them in Section 7 of the Act.

UNCLE CHARLIE'S SAUSAGE COMPANY OF ILLINOIS, INC.